

U-5C 6/8/15

**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015  
PACKAGE PROPOSAL #1**

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**PERIOD OF MEMORANDUM OF AGREEMENT**

- Term of Contract: 1 year

**WAGES AND SALARY STEP STRUCTURE**

- 3% General Wage Increase
- 24 Hours Compensatory Time (FT)
- 12 Hours Compensatory Time (PT-B)

**UNION RIGHTS**

- As signed April 24, 2015 (See attached – City Counter-Proposal to MEF/CEO – Bulletin Board Tentative Agreements)
- As signed May 15, 2015 (See attached – City Counter-Proposal to MEF/CEO – Employee Lists Tentative Agreements)
- As proposed April 23, 2015 and modified June 8, 2015 (See attached – MEF/CEO Proposal Dues Deductions/NEO)

**LEAVE OF ABSENCE/RETURN-TO-WORK**

- Letter dated May 15, 2015 (See attached)

**GRIEVANCE PROCEDURE – LABOR MANAGEMENT COMMITTEE**

- As signed May 5, 2015 (See attached – City Counter-Proposal to MEF/CEO – LMC Tentative Agreements)

**DISCIPLINARY ACTION – PART TIME EMPLOYEES**

- As signed May 5, 2015 (See attached – City Counter-Proposal to MEF/CEO – Rebuttal to LORs Tentative Agreements)
- As proposed on April 23, 2015, and modified June 8, 2015 (See attached – MEF/CEO Proposal – Disciplinary Action for Part-Time Employees)

**PROTECTIVE EYEWEAR**

- As proposed on May 5, 2015 (See attached – MEF/CEO Proposal – Protective Eyewear)

**WORKING IN A HIGHER CLASSIFICATION**

- As proposed May 26, 2015 (See attached – City Side Letter on Higher Class Pay)



8 June 2015

**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015  
PACKAGE PROPOSAL #1**

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**WITNESS LEAVE**

- As proposed on May 5, 2015 (See attached – MEF/CEO Proposal – Witness Leave)

**VACATION LEAVE**

- As signed May 26, 2015 (See attached – MEF/CEO Counter-Proposal Response to Vacation Requests Tentative Agreements)
- As signed May 26, 2015 (See attached – City Proposal to MEF/CEO – Computation of Vacation Leave – Remove “Disability Leave” Tentative Agreements)
- As proposed May 5, 2015, and modified June 6, 2015 (See attached – MEF/CEO Proposal – Vacation Leave)

**OVERTIME**

- As signed April 24, 2015 (See attached – City Proposal – Hours of Work and Overtime – Holiday Leave)
- As proposed on May 5, 2015, and modified June 8, 2015 (See attached – MEF Proposal – Hours of Work and Overtime)

**PROTECTIVE FOOTWEAR**

- As proposed on May 20, 2015 (See attached – MEF/CEO Counter-Proposal – Protective Footwear)

**AIRPORT & ANIMAL SERVICES PAID LUNCHES**

- As signed on May 26, 2015 (See attached – City Counter-Proposal to MEF Proposal – Hours of Work and Overtime – Lunches for Senior Airport Operations Specialist Classification and Senior Animal Services Officer Classification – Tentative Agreement)

**SHIFT BIDDING SIDE LETTER**

- As signed on June 4, 2015 (See attached – Side Letter on Shift Bidding Tentative Agreement)

**CALCULATION OF OVERTIME FOR EMPLOYEES IN THE PUBLIC SAFETY  
DISPATCHER CLASS SERIES AND POLICE DATA SPECIALIST SERIES**

- Incorporate the Calculation of Overtime for Employees in the Public Safety Dispatcher Series side letter signed March 5, 2014, as modified June 8, 2015, into the MOA under Article 7 (See attached – MEF Proposal – Calculation of Overtime).



8 June 2015

**AFSCME MEF/CEO AND CITY OF SAN JOSE  
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PACKAGE PROPOSAL #1**

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**HOUSEKEEPING – EAP & DLS**

- As signed on June 4, 2015 (See attached – Side Letter on EAP & DLS)

**SALARY COMPARISONS**

- As proposed on May 15, 2015, and modified June 8, 2015 (See attached – MEF/CEO Proposal – Salary Comparisons)

**STEP PLACEMENT**

- As proposed on May 15, 2015 (See attached – MEF/CEO Proposal – Salary Step Placement)

**PART-TIME EMPLOYEES**

- As proposed on May 15, 2015 (See attached – MEF/CEO Proposal – Part-Time Employees)

**BULLETPROOF VESTS FOR CSOs**

- As signed on May 26, 2015 (See attached – MEF Proposal on Bulletproof Vests for Community Service Officers Tentative Agreement)

**CSO TRAINING PAY**

- As proposed on June 8, 2015 (See attached – Side Letter Agreement on Community Service Officer Training Pay)

**SICK LEAVE NOTICE**

- As signed on May 20, 2015 (See attached – CEO Proposal on Sick Leave [notice] Tentative Agreement)

**SICK LEAVE – PART TIME EMPLOYEES**

- As signed May 15, 2015 (See attached – City Proposal on Sick Leave – Part-Time Employees – Tentative Agreement)

**NOTARY SERVICES**

- As proposed on June 4, 2015 (See attached – MEF/CEO Proposal – Notary Services)



8 June 2015

**AFSCME MEF/CEO AND CITY OF SAN JOSE  
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PACKAGE PROPOSAL #1**

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**PERFORMANCE EVALUATIONS**

- As proposed on June 4, 2015 (See attached – MEF/CEO Proposal – Performance Evaluations)

**EDUCATIONAL AND PROFESSIONAL INCENTIVES**

- As proposed on June 8, 2015 (See attached – MEF/CEO Proposal – Educational and Professional Incentives)

**RETIREMENT ADMINISTRATIVE COSTS**

- As proposed June 8, 2015 (See attached – MEF/CEO Proposal on Retirement Administrative Costs)

*This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the Union reserves the right to modify, amend, withdraw, and/or add proposals.*



8 June 2015

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY COUNTERPROPOSAL – BULLETIN BOARDS**

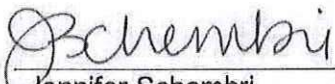
City Proposed Language:

**6.6 Bulletin Board**

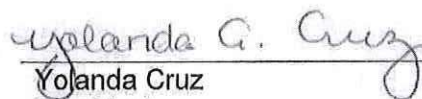
6.6.7 The City agrees to send e-mail communications to employees represented by the Union to announce membership meetings and ratification votes upon request by the Union.

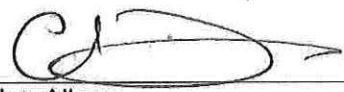
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

 4/24/15  
Date  
Jennifer Schembri  
Interim Director of  
Employee Relations

**FOR THE UNION:**

 4/24/15  
Date  
Yolanda Cruz  
President  
MEF, AFSCME Local 101

 4-24-15  
Date  
Charles Allen  
Business Agent  
AFSCME, Local 101

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY COUNTERPROPOSAL – BULLETIN BOARDS**

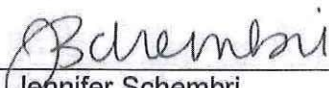
City Proposed Language:

**ARTICLE 15 BULLETIN BOARDS**

15.7 The City agrees to send e-mail communications to employees represented by the Union to announce membership meetings and ratification votes upon request by the Union.

*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**



Jennifer Schembri  
Interim Director of  
Employee Relations

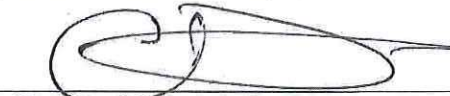
4/24/15  
Date

**FOR THE UNION:**



LaVerne Washington  
President  
CEO, AFSCME Local 101

4/24/15  
Date



Charles Allen  
Business Agent  
AFSCME, Local 101

4-24-15  
Date

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY COUNTERPROPOSAL TO MEF – UNION RIGHTS**

City Proposed Language:

**ARTICLE 6 UNION RIGHTS**

- 6.9 Employee Lists. The City shall provide at no charge to the Union, a monthly printout listing bargaining unit employees by department and position, worksite location (to the extent available), full-time equivalency, and employee address. The City shall also provide at no charge to the Union, a quarterly printout listing bargaining unit employees alphabetically by employee address, position title, employment date, full-time equivalency, and leave of absence status. The Union agrees that such information will be treated in a confidential manner.

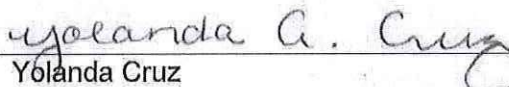
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**FOR THE CITY:**

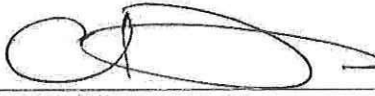
  
Jennifer Schembri  
Interim Director of  
Employee Relations

5/15/15  
Date

**FOR THE UNION:**

  
Yolanda Cruz  
President  
MEF, AFSCME Local 101

5/15/15  
Date

  
Charles Allen  
Business Agent  
AFSCME, Local 101

5/15/15  
Date

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY COUNTERPROPOSAL TO CEO – EMPLOYEE LISTS**

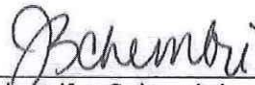
City Proposed Language:

**ARTICLE 35 EMPLOYEE LISTS**

The City shall provide at no charge to the Union, a monthly printout listing changes in membership status by employee name by department and position, worksite location (to the extent available), and full-time equivalency. The City shall also provide at no charge to the Union, a quarterly printout listing bargaining unit employees alphabetically by employee address, position title, employment date, full-time equivalency, and leave of absence status. The Union agrees that such information will be treated in a confidential manner.


*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

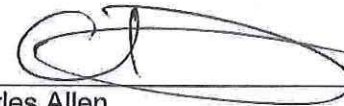
  
\_\_\_\_\_  
Jennifer Schembri  
Interim Director of  
Employee Relations

5/15/15  
Date

**FOR THE UNION:**

  
\_\_\_\_\_  
LaVerne Washington  
President  
CEO, AFSCME Local 101

05/15/15  
Date

  
\_\_\_\_\_  
Charles Allen  
Business Agent  
AFSCME, Local 101

5/15/15  
Date

**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015  
AS PART OF PACKAGE PROPOSAL #1**

**AFSCME PROPOSAL – UNION RIGHTS**

Proposed MEF Language:

**ARTICLE 6 UNION RIGHTS**

**6.5 Dues Deduction**

6.5.8 Union dues payable to AFSCME shall be maintained if a dues-paying member transfers job from an MEF-represented position to a CEO-represented position, or vice-versa.

**6.8 New Employee Orientation.** The City shall provide designated MEF representative(s) reasonable access to new employees during the monthly new employee orientations; both for full-time and part-time employees, to provide information on MEF. Attendance at any presentation by MEF shall be voluntary on the part of the new employee. The Human Resources Department shall work out arrangements with designated MEF representative.

Proposed CEO Language:

**ARTICLE 8 DUES AND AGENCY FEE DEDUCTIONS**

**8.9 Union dues payable to AFSCME shall be maintained if a dues-paying member transfers job from an MEF-represented position to a CEO-represented position, or vice-versa.**



Original: 23 April 2015  
Package Proposal #1: 8 June 2015

**SENT VIA EMAIL**

May 14, 2015

Yolanda A. Cruz  
President  
Municipal Employees Federation (MEF)  
AFSCME Local 101

LaVerne Washington  
President  
Confidential Employees' Organization (CEO)  
AFSCME Local 101

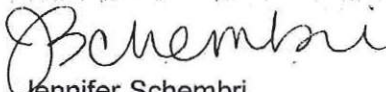
**RE: Return-to-Work Process**

Dear Yolanda and LaVerne:

As discussed during the AFSCME negotiation session on April 24, 2015, this letter is to confirm that the City's Return-to-Work Coordinator(s) will provide employees represented by MEF and CEO with MEF and CEO contact information when they are being engaged in the interactive process. Additionally, MEF and CEO contact information will be included in written communications to employees who are being engaged in the interactive process prior to the employee being separated pursuant to the Leaves provisions contained in the MOA.

Please let me know if you have any questions.

Sincerely,



Jennifer Schembri  
Interim Director of Employee Relations

c: Charles Allen, Business Agent, AFSCME

**CITY COUNTERPROPOSAL TO MEF – GRIEVANCE PROCEDURE**

City Proposed Language:

**ARTICLE 21 GRIEVANCE PROCEDURE**

**21.8 Department Labor Management Committees**

21.8.4 The City will provide up to one (1) hour of paid release time for up to five (5) Union representatives for the purpose of preparing for Department Labor Management Committee meetings, and time for attending Department Labor Management Committee meetings when such meetings are scheduled, for any portion of the employee's assigned workday that coincides with this time, except during a normally assigned lunch period. To the extent possible, Union Representatives will schedule preparatory meetings during their normally assigned lunch period. Employees are not eligible to receive overtime compensation for any portions of the meetings that fall either before or after the employee's regularly assigned workday.


**21.9 City-Wide Labor Management Committee**

21.9.4 The City will provide up to ~~two~~ one (12) hours of paid release time for up to ~~two~~ three (3) Union representatives for the purpose of preparing for and attending the City-Wide Labor Management Committee meeting, and time for attending the City-Wide Labor Management Committee meeting when such meetings are scheduled, for any portion of the employee's assigned workday that coincides with this time, except during a normally assigned lunch period. To the extent possible, Union Representatives will schedule preparatory meetings during their normally assigned lunch period. Employees are not eligible to receive overtime compensation for any portions of the meetings that fall either before or after the employee's regularly assigned workday.

Jo  
CA.

Tentative Agreement:

Benembri  
5/5/15



5-5-15

Rebyn Zamora 5/5/15  
on behalf of Yolanda Cruz

C-7U  
4/24/15

**CITY COUNTERPROPOSAL TO MEF – DISCIPLINARY ACTION**

City Proposed Language:

**ARTICLE 19 DISCIPLINARY ACTION**

19.1 The City of San Jose discipline policy applies to both regular permanent (nonprobationary) full-time and regular permanent (non-probationary) part-time benefited employees and is described in the Discipline Policy, contained in the City Policy Manual. When the need for disciplinary action arises, disciplinary action will be taken commensurate with the seriousness of the offense. The levels of discipline include informal actions, which are oral counseling, documented oral counseling and written reprimand. Formal disciplinary actions are suspension, salary step reduction, demotion and dismissal.

19.1.1 Employees may submit a rebuttal to a Letter of Reprimand within thirty (30) days. The rebuttal will be kept in the employee's permanent personnel file.

Tentative Agreement:

Benembri  
5/5/15

Cd  
5-5-15

Robyn Zamora 5-15-15  
on behalf of Yolanda Cruz

**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015  
AS PART OF PACKAGE PROPOSAL #1**

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**AFSCME PROPOSAL – DISCIPLINARY ACTION**

Proposed MEF Language:

**ARTICLE 18 DISCIPLINARY ACTION**

- 19.1 The City of San Jose discipline policy applies to both regular permanent (non-probationary) full-time, ~~and~~ regular permanent (non-probationary) part-time benefited, and part-time un-benefited employees and is described in the Discipline Policy, contained in the City Policy Manual. When the need for disciplinary action arises, disciplinary action will be taken commensurate with the seriousness of the offense.

Proposed CEO Language:

**ARTICLE 28 DISCIPLINARY ACTION**

- 28.1 The City of San Jose discipline policy applies to both regular permanent (non-probationary) full-time, ~~and~~ regular permanent (non-probationary) part-time benefited, and part-time un-benefited employees and is described in the Discipline Policy, contained in the City Policy Manual. When the need for disciplinary action arises, disciplinary action will be taken commensurate with the seriousness of the offense.



**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015  
AS PART OF PACKAGE PROPOSAL #1**

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**AFSCME MEF PROPOSAL – PROTECTIVE EYEWEAR**

Proposed MEF language:

12.18 Prescription safety Glasses. The City agrees to reimburse eligible employees for the purchase of prescription safety eyewear up to \$300. The City will replace prescription safety eyewear if the employee's prescription changes or the glasses are damaged not due to personal negligence and/or intentional acts.



Original: 5 May 2015  
Package Proposal #1: 8 June 2015

SIDE LETTER AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL 101 (MEF)  
THE CONFIDENTIAL EMPLOYEES' ORGANIZATION (CEO), AFSCME, LOCAL NO. 101

**Higher Class Pay**

As part of the Labor Management Committee meetings, the City of San Jose ("City") and the Municipal Employees' Federation, AFSCME, Local 101 (MEF) have agreed on modifications to City Policy Manual, Section 4.1.2, Working in a Higher Class, and the approval form contained therein.

The City and MEF and CEO agree to meet approximately six (6) months following the implementation of the revised City Policy Manual, Section 4.1.2, Working in a Higher Class and approval form to evaluate higher class pay usage since implementation, and to continue discussions related to higher class pay.

**FOR THE CITY:**

**FOR THE UNION:**

\_\_\_\_\_  
Jennifer Schembri  
Interim Director of  
Employee Relations

\_\_\_\_\_  
Date

\_\_\_\_\_  
Yolanda Cruz  
President  
MEF, AFSCME Local 101

\_\_\_\_\_  
Date

\_\_\_\_\_  
Laverne Washington  
President  
CEO, AFSCME Local 101

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles Allen  
Business Agent  
AFSCME, Local 101

\_\_\_\_\_  
Date

**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015  
AS PART OF PACKAGE PROPOSAL #1**

**AFSCME MEF PROPOSAL – WITNESS LEAVE**

Proposed MEF language:

**ARTICLE 10 LEAVES**

- 10.7 Witness Leave. Each full-time employee of the City who is required, under subpoena, to take time off duty with the City, to appear as a witness, by reason of their employment with the City, in any case or proceeding in any Court of this State or of the United States of America, shall receive their regular salary during the term of their service as a witness under subpoena, less any and all witness fees which the employee may receive therefore. Compensation will not be paid if the employee is a party to a state or federal action.
- 10.7.1 Each employee of the City who is called from off-duty status to testify in any court, under subpoena, on any subject connected with their employment, shall be credited with overtime for the time spent in court, or for two (2) hours, whichever is greater, less any and all witness fees which the employee may receive therefore. Compensation will not be paid if the employee is a party to the State or Federal action.
- 10.7.2 Upon service of subpoena, an employee shall immediately advise their Department Director, or designee, or supervisor thereof, and of the time when the employee is required to appear in Court.
- 10.7.3 Employees who are required to perform standby duty for Witness Leave shall be entitled to the compensation provided by Section 12.8. In the event the employee is called back to work, the employee shall be entitled to the compensation provided by Section 12.7.

Proposed CEO language:

**7.13 Witness Leave**

- 7.13.1 Each full-time employee of the City who is required, under subpoena, to take time off duty with the City, to appear as a witness, by reason of his/her employment with the City, in any case or proceeding in any Court of this State or of the United States of America, shall receive his/her regular salary during the term of his/her service as a witness under subpoena, less any and all witness fees which he/she may receive therefore. Compensation will not be paid if the employee is a party to the action.



**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015  
AS PART OF PACKAGE PROPOSAL #1**

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- 7.13.2 Each employee of the City who is called from off-duty status to testify in any court, under subpoena, on any subject connected with his/her employment, shall be credited with overtime for the time spent in court, or for two (2) hours, whichever is greater, less any and all witness fees which he/she may receive therefore. Compensation will not be paid if the employee is a party to the action.
- 7.13.3 Upon service of subpoena, an employee shall immediately advise his/her Department Director or supervisor thereof, and of the time when he/she is required to appear in Court.
- 7.13.4 Employees who are required to perform standby duty for Witness Leave shall be entitled to the compensation provided by Section 12.8. In the event the employee is called back to work, the employee shall be entitled to the compensation provided by Section 12.7.



## 2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS

### MEF COUNTERPROPOSAL TO CITY – LEAVES

City Proposed Language:

#### ARTICLE 10 LEAVES

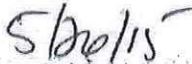
10.2.2 Vacation Leave. Use of accrued vacation or personal leave is subject to the advanced approval of the Department Director or designee. Any and all leaves granted pursuant to this Article shall be granted at such time or times as will not reduce the number of employees below that which is reasonably necessary for the efficient conduct of the public business of such department, except no employee who is authorized to take a leave for vacation purposes shall be required to commence such leave at a time other than the beginning of a work week, unless the employee elects or consents to commence such leave at another and different time. Employees shall submit written requests to their immediate supervisor or designee for all vacation leave in advance and as early as practical. Written response to the leave request will be provided back to the employee within ten (10) working days of the receipt of the written request. If a written response is not received by the employee within ten (10) working days, the request may be submitted to the Department Director or designees and/or the Office of Employee Relations. Nothing in this section shall interfere with an established vacation scheduling procedure.

*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:



Jennifer Schembri  
Interim Director of  
Employee Relations



Date

FOR THE UNION:

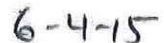


Yolanda Cruz  
President  
MEF, AFSCME Local 101

Date



Charles Allen  
Business Agent  
AFSCME, Local 101



Date

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CEO COUNTERPROPOSAL TO CITY – LEAVES**

City Proposed Language:

**ARTICLE 17 VACATION AND PERSONAL LEAVE**

**17.2 Vacation Leave**

Use of accrued vacation or personal leave is subject to the advance approval of the Department Director or designee. Any and all leaves granted pursuant to this Article shall be granted at such time or times as will not reduce the number of employees below that which is reasonably necessary for the efficient conduct of the public business of such department, except no employee who is authorized to take a leave for vacation purposes shall be required to commence such leave at a time other than the beginning of a work week, unless he/she elects or consents to commence such leave at another and different time. Subject to the above provisions, preference of vacation leave timing in any calendar year shall be determined by the relative length of time served by each employee in the classification in which he/she is employed in a department of the City Government and by the length of time during which such employee has worked on any shift, if more than one shift is worked by employee in such classification. Employees shall submit written requests to their immediate supervisor or designee for all vacation leave in advance and as early as practical. Written response to the leave request will be provided back to the employee within ten (10) working days of the receipt of the written requests. If a written response is not received by the employee within ten (10) working days, the request may be submitted to the Department Director or designees and/or the Office of Employee Relations. Nothing in this section shall interfere with an established vacation scheduling procedure.

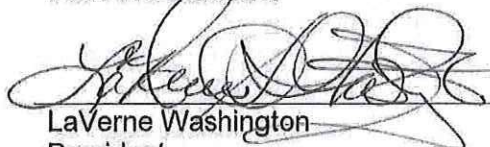
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**FOR THE CITY:**

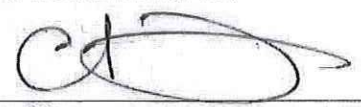
  
Jennifer Schembri  
Interim Director of  
Employee Relations

5/26/15  
Date

**FOR THE UNION:**

  
LaVerne Washington  
President  
CEO, AFSCME Local 101

05/26/15  
Date

  
Charles Allen  
Business Agent  
AFSCME, Local 101

6-4-15  
Date

**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015  
AS PART OF PACKAGE PROPOSAL #1**

**AFSCME MEF PROPOSAL – VACATION LEAVE**

Proposed MEF language:

**ARTICLE 10 LEAVES**

**10.2 Vacation and Personal Leave**

10.2.1 Eligible Full-time Employee - Vacation. Each eligible full-time employee shall be granted vacation leave with pay in accordance with the following:

10.2.1.1 An employee shall accrue vacation leave at a rate specified below for each hour worked in each year of employment as specified:

<u>Years of Service</u>	<u>Hours of Vacation Per 26 Pay Period Cycle</u>	<u>Approximate Vacation Earned Per Pay Period</u>
First 5 years	80 hours	3.076923
6 – 10 years	120 hours	4.615384
11 – 12 years	136 hours	5.230769
13 – 14 years	152 hours	5.846153
15 – 24 years	168 hours	6.461538
25 – 29 years	184 hours	7.076923
30 or more years	200 hours	7.692307

Proposed CEO language:

**ARTICLE 17 VACATION AND PERSONAL LEAVE**

17.1 Each eligible full-time employee shall be granted vacation leave with pay in accordance with the following:

17.1.1 An employee shall accrue vacation leave at a rate specified below for each hour worked, in each year of employment as specified:

<u>Years of Service</u>	<u>Hours of Vacation Per 26 Pay Period Cycle</u>
First 5 years	80 hours
6 <sup>th</sup> year – 10 <sup>th</sup> year	120 hours
11 <sup>th</sup> year – 12 <sup>th</sup> year	136 hours
13 <sup>th</sup> year – 14 <sup>th</sup> year	152 hours
15 <sup>th</sup> year – 24 <sup>th</sup> year	168 hours
25 <sup>th</sup> year – 29 <sup>th</sup> year	184 hours
30 or more years	200 hours

Employees' accrual rate will change on the first pay period of the payroll calendar year in which they reach the designated years of service.



**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL – Hours of Work and Overtime**

In a Settlement Agreement reached with MEF and CEO related to Unfair Practice Charge No. SF-CE-837-M on August 5, 2014, the City and MEF and CEO agreed to the following language change. This proposal amends the language in the contract per the Settlement Agreement.

City Proposed Language:

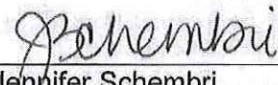
**ARTICLE 7 HOURS OF WORK AND OVERTIME**

**7.11 Overtime and Compensatory Time**

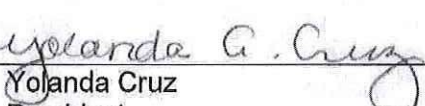
- 7.11.1 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. With the exception of Holiday Leave, ~~p~~Paid time off shall not be considered time worked for the purpose of calculating eligibility for overtime.

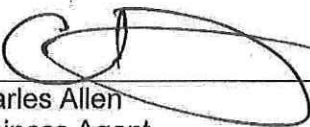
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

 4/24/15  
Date  
Jennifer Schembri  
Interim Director of  
Employee Relations

**FOR THE UNION:**

 4/24/15  
Date  
Yolanda Cruz  
President  
MEF, AFSCME Local 101

 4-24-15  
Date  
Charles Allen  
Business Agent  
AFSCME, Local 101

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL – Hours of Work and Overtime**

In a Settlement Agreement reached with MEF and CEO related to Unfair Practice Charge No. SF-CE-837-M on August 5, 2014, the City and MEF and CEO agreed to the following language change. This proposal amends the language in the contract per the Settlement Agreement.

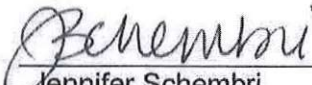
**ARTICLE 6 HOURS OF WORK AND OVERTIME**

**City Proposed Language:**

- 6.7 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. With the exception of Holiday Leave, Ppaid time off shall not be considered time worked for the purpose of calculating eligibility for overtime.

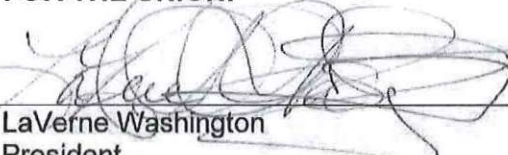
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

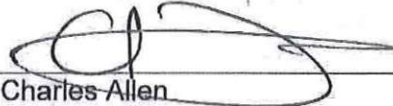
 4/24/15  
\_\_\_\_\_  
Jennifer Schembri  
Interim Director of  
Employee Relations

Date

**FOR THE UNION:**

 4/24/15  
\_\_\_\_\_  
LaVerne Washington  
President  
CEO, AFSCME Local 101

Date

 4-24-15  
\_\_\_\_\_  
Charles Allen  
Business Agent  
AFSCME, Local 101

Date

**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015  
AS PART OF PACKAGE PROPOSAL #1**

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**AFSCME MEF PROPOSAL – HOURS OF WORK AND OVERTIME**

Proposed MEF language:

**ARTICLE 7 HOURS OF WORK AND OVERTIME**

**7.11 Overtime and Compensatory Time**

7.11.6. Employees listed in the classifications below (and future classifications added to the same series) who are required to work more than twelve (12) hours in one shift shall be compensated at the rate of two (2) times the employee's hourly rate for the time worked in excess of twelve (12) hours. At no time shall an employee work beyond 14 ½ hours in one shift.

6131 Community Service Officer I  
6132 Community Service Officer II  
1187 Crime & Intelligence Analyst  
1188 Crime & Intelligence Analyst PT  
1186 Senior Crime & Intelligence Analyst  
2231 Crime Prevention Specialist  
2232 Crime Prevention Specialist PT  
2241 Latent Fingerprint Examiner I  
2242 Latent Fingerprint Examiner II  
2246 Latent Fingerprint Examiner III  
1181 Police Data Specialist I  
1182 Police Data Specialist I PT  
1183 Police Data Specialists II  
1184 Police Data Specialists II PT  
1185 Senior Police Data Specialist  
8512 Supervising Police Data Specialist  
1521 Police Property Specialist I  
1522 Police Property Specialist II  
8515 Public Safety Communications Specialist  
8535 Public Safety Communications Specialist PT  
8514 Public Safety Radio Dispatcher FT  
8534 Public Safety Radio Dispatcher PT  
8535 Public Safety Radio Dispatcher Trainee FT  
8513 Senior Public Safety Dispatcher  
8533 Senior Public Safety Dispatcher PT  
8512 Supervising Public Safety Dispatcher



**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015  
AS PART OF PACKAGE PROPOSAL #1**

**AFSCME PROPOSAL – PROTECTIVE FOOTWEAR**

Proposed MEF language:

- 12.11 Protective Footwear. The City agrees to provide a voucher for the purchase of protective footwear for up to ~~\$150~~ \$250 for employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the employee. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection-Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. The City will replace the employee's safety shoes if they are damaged beyond use due to a workplace incident. An individual may select an approved style that is more expensive than the City maximum by paying the difference. Employees in classifications who are entitled to receive a uniform allowance as provided in Article 12.10 above are not eligible to receive reimbursement for protective footwear under this provision.

Proposed CEO language:

**ARTICLE 7 WAGES AND SPECIAL PAY**

**7.24 Protective Footwear**

- ~~7.24.1~~ The City agrees to provide a voucher for the purchase of protective footwear for up to ~~\$150~~ \$250 for employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the employee. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection-Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. The City will replace the employee's safety shoes if they are damaged beyond use due to a workplace incident. An individual may select an approved style that is more expensive than the City maximum by paying the difference.



Original: 5 May 2015  
Counter-Proposal: 20 May 2015  
Package Proposal: 8 June 2015

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY COUNTERPROPOSAL TO MEF – HOURS OF WORK AND OVERTIME**

City Proposed Language:

**ARTICLE 7 HOURS OF WORK AND OVERTIME**

7.3 The normal work schedule shall be forty (40)-hours consisting of five (5) consecutive days of eight (8) hours each, exclusive of a lunch period of at least thirty (30) minutes, Monday through Friday. Insofar as is possible, lunch periods shall be scheduled in the middle of the shift. The length of any lunch period is subject to supervisory approval.

7.3.1 Full-time employees in the Senior Airport Operations Specialist classification (3514) in the Airport Department, full-time employees in the Animal Services Officer classification (3252) in the Public Works Department, and/or full-time employees in the Senior Animal Services Officer Classification (3251) in the Public Works Department shall work either a straight eight (8) hour shift without an unpaid lunch five (5) days a week or a straight ten (10) hour shift without an unpaid lunch four (4) days a week.

7.3.1.1 Employees in the classifications listed in 7.3.1 will be required to perform activities that are work related during their entire work shift. If an employee needs to be relieved of active work time for any period of time during their work shift, they must request to use their own leave and such requests are subject to supervisory approval prior to the use of such leave.

An employee is not required to use their leave to take their two (2) fifteen (15) minute breaks (or rest period), which cannot be combined. Insofar as is possible, breaks (or rest periods) shall be scheduled in the middle of each half of the shift. It is understood and agreed that the inability to permit an employee to take a rest period shall not be a basis for any claim for overtime compensation.

7.3.1.2 Full-time employees in the Senior Airport Operations Specialist classification (3514) may not leave Airport property, unless performing work off-site as directed by their supervisor, and must be available to perform activities that are work related during their entire work shift. If an employee needs to leave Airport property and/or is unavailable to perform activities that are work related for any reason during their work shift, they must request to use their own leave and such requests are subject to supervisory approval prior to the use of such leave.

7.3.1.3 Full-time employees in the Animal Services Officer classification (3252), and/or full-time employees in the Senior Animal Services Officer Classification (3251) may be required to respond to emergency calls and must be available to perform activities that are work related during their entire work shift. If an employee is unavailable to perform activities that are work related for any reason during their work shift, they must request to use their own leave and such requests are subject to supervisory approval prior to the use of such leave.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

---

*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

J Schembri 5/26/15  
Jennifer Schembri  
Interim Director of  
Employee Relations  
Date

**FOR THE UNION:**

Yolanda A. Cruz 5/26/15  
Yolanda Cruz  
President  
MEF, AFSCME Local 101  
Date

Charles Allen 6-4-15  
Charles Allen  
Business Agent  
AFSCME, Local 101  
Date

SIDE LETTER AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE MUNICIPAL EMPLOYEES' FEDERATION (MEF), AFSCME, LOCAL 101

**Shift Bidding**

Following the ratification of the successor Memorandum of Agreement, the City and MEF agree to meet to discuss shift assignments and any corresponding shift-bidding procedure for the following classifications and Departments:

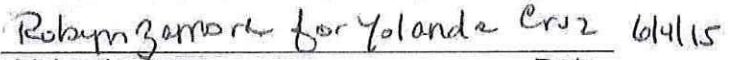
- Senior Airport Operations Specialists in the Airport
- Animal Service Officers in the Public Works Department
- Police Data Specialists in the Police Records Department

**FOR THE CITY:**

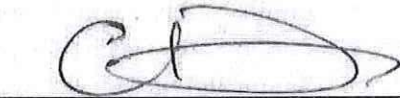
  
\_\_\_\_\_  
Jennifer Schembri  
Interim Director of  
Employee Relations

6/4/15  
\_\_\_\_\_  
Date

**FOR THE UNION:**

  
\_\_\_\_\_  
Yolanda Cruz  
President  
MEF, AFSCME Local 101

6/4/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Charles Allen  
Business Agent  
AFSCME Local 101

6-4-15  
\_\_\_\_\_  
Date

**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015  
AS PART OF PACKAGE PROPOSAL #1**

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**AFSCME MEF PROPOSAL – CALCULATION OF OVERTIME**

Proposed MEF language:

Incorporate the Side Letter Agreement on the Calculation of Overtime for Employees in the Public Safety Dispatcher Class Series, dated March 5, 2014, into the contract and modify it as follows:

7.13 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. Paid time off (excluding sick leave) shall not be considered time worked for the purpose of calculating eligibility for overtime.

Employees in the Public Safety Dispatcher class series and Police Data Specialists series listed below in the Police Department and Fire Department are often required to work mandatory overtime shifts due to the twenty-four hour operations of the Police Department and Fire Department.

- Public Safety Communications Specialist
- Public Safety Communications Specialist (PT)
- Public Safety Radio Dispatcher
- Public Safety Radio Dispatcher (PT)
- Public Safety Radio Dispatcher Trainee
- Public Safety Radio Dispatcher Trainee (PT)
- Senior Public Safety Dispatcher
- Senior Public Safety Dispatcher (PT)
- Supervising Public Safety Dispatcher
- Police Data Specialist I
- Police Data Specialist I (PT)
- Police Data Specialists II
- Police Data Specialists II (PT)
- Senior Police Data Specialist
- Supervising Police Data Specialist



**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL TO MEF – HOUSEKEEPING**

City Proposed Language:

**ARTICLE 13 BENEFITS**

- 13.6 Employee Assistance Program. The City recognizes that professional counseling is an important benefit to assist employees in resolving personal and family problems which may otherwise affect the employee's job performance and well-being. Through the EAP, licensed counselors are available to help employees resolve problems and identify strategies for coping with difficult situations. The City will provide an EAP for full-time employees and for part-time employees eligible for benefits under Section 7.8.2 of this Agreement, and will continue such benefits at their current level during the term of this Agreement.

Employees are encouraged to contact the Employee Benefits Division at 535-1285 for details regarding this benefit, or contact ~~MANAGED HEALTH NETWORK~~ at 1-800-227-1060 the plan provider for appointments or further information.

**ARTICLE 10 LEAVES**

**10.4 Disability Leave**

~~10.4.1 Disability Leave. Disability Leave Supplement (DLS) was the benefit provided pursuant to this Article, which, when added to Worker's Compensation Temporary Disability (WCTD) resulted in providing employees eighty-five percent (85%) of their regular base salary. Effective July 7, 2013, employees shall no longer be eligible to receive DLS.~~

10.4.21 Termination of Disability Leave. An employee who is unable to return to full time regular duty following the expiration of any and all leave (and the integration of Sick Leave as provided in Section 10.3.3.3), including the integration of accrued vacation, compensatory time off, and sick leave as provided in Article 10.4.32, with Workers' Compensation may be considered to have separated from City service.

10.4.21.1 An employee who exhausts all leave shall be notified that they are subject to the above provision upon expiration of all remaining paid leave.

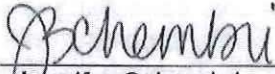
10.4.32 Integration. Effective July 7, 2013, the integration of an employee's available leave will occur in the following order: (a) accrued Vacation hours, (2) earned Compensatory Time once Vacation has been exhausted, and (3) accrued Sick Leave once Vacation and Compensatory Time have both been exhausted.

10.4.32.1 In no event shall an employee receive an amount, including any Workers' Compensation Temporary Disability payments, in excess of the employee's regular base salary.

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

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**FOR THE CITY:**

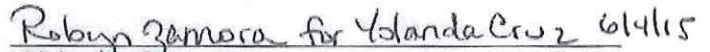


Jennifer Schembri  
Interim Director of  
Employee Relations

6/4/15

Date

**FOR THE UNION:**

 6/4/15

Yolanda Cruz

Date

President

MEF, AFSCME Local 101



6-4-15

Date

Charles Allen

Business Agent

AFSCME, Local 101

**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015  
AS PART OF PACKAGE PROPOSAL #1**

**AFSCME PROPOSAL – SALARY COMPARISONS**

Proposed MEF Language:

**23.3 SALARY COMPARISONS**

The City of San Jose shall conduct salary comparisons for each of the classes listed below.

All final reports from the salary reviews shall be completed by December 31, 2015, sent to the Union no later than the second Monday in January 2016. The City review shall include, but not be limited to, salary comparison in accordance with the definition of the market.

All proposed increases will be subject to negotiations and effective upon the date of agreement. The salary comparison of each class shall result in an increase of not less than 2.5%, and the employee will remain at the same step.

When salary increases are approved as the result of a salary comparison, an employee's salary shall be adjusted to reflect the agreed upon percentage.

The classes to be reviewed in the 2015-16 contract year shall be the following:

- Biologist
- Buyer I/II
- Chemist
- Code Enforcement Inspector series
- Crime and Intelligence Analyst series
- Development Specialist
- Geographic Systems Specialist
- Laboratory Technician series
- Library Assistant
- Microbiologist
- Network Engineer
- Police Data Specialist series
- Public Safety Dispatcher series
- Senior Airport Operations Specialist series
- Sr. Process & Systems Specialist
- Sr. Systems Apps Programmer
- Workers Comp Adjuster series



**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015  
AS PART OF PACKAGE PROPOSAL #1**

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Proposed CEO Language:

**7.23.4 SALARY COMPARISONS**

The City of San Jose shall conduct salary comparisons for each of the classes listed below.

All final reports from the salary reviews shall be completed by December 31, 2015, sent to the Union no later than the second Monday in January 2016. The City review shall include, but not be limited to, salary comparison in accordance with the definition of the market.

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When salary increases are approved as the result of a salary comparison, an employee's salary shall be adjusted to reflect the agreed upon percentage.

The classes to be reviewed in the 2015-16 contract year shall be the following:

- Legal Administrative Assistant
- Legal Analyst I/II



**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015  
AS PART OF PACKAGE PROPOSAL #1**

**AFSCME PROPOSAL – SALARY STEP PLACEMENT**

Proposed MEF AND CEO Language:

**NEW ARTICLE     STEP PLACEMENT (INCLUDES TRANSFERS, PROMOTIONS,  
AND DEMOTIONS DEFINITIONS)**

Step Placement	The placement of an employee upon promotion shall be to a step at the rate in the salary range of the higher class which is at least five percent (5%) higher in the salary range schedule than the rate received by the employee in the employee's present class.
Promotion	Is the advancement from a position in one class to a position in another class with a higher salary range.
Lateral Transfer	Is the movement to a position within the same class or to a position in a different class within the same salary range.
Demotion	Is the movement from a position in one class to a position in another class with a lower salary range.



Original: 15 May 2015  
Package Proposal #1: 8 June 2015

**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015**

**AFSCME PROPOSAL – PART TIME EMPLOYEES**

Proposal for MEF and CEO. Upon adoption, language changes will be made in appropriate Articles, or Part-Time employees will have a separate portion of the MOA.

**PART TIME EMPLOYEES:**

Hours:

Part-time employees shall now be defined as any employee that works less than a thirty-four (34) hour week, or the equivalent of 1768 hours per calendar year.

Part-time benefited employees shall be defined as any employee that works less than a thirty-four (34) hour week, or the equivalent of 1768 hours per calendar year, and more than a twenty (20) hour week, or the equivalent of 1040 hours per calendar year.

Part-time unbenefited employees shall now be defined as any employee that works less than a twenty (20) hour week, or the equivalent of 1040 hours per calendar year.

Part-time unbenefited employees are eligible for overtime pay or compensatory time at the rate of 1-1/2 times of the employees' hourly rate if the employee works over eight (8) consecutive hours in the same assignment, unless they are regularly assigned to a ten (10) hour shift, or over forty (40) hours in one week, or if the overtime exceeds eight (8) hours and is scheduled without a twenty-four (24)-hour notice.

For the purposes of part-time unbenefited hours calculations, these overtime hours will not count towards the yearly calculations for hours worked in their classification.

Health Benefits:

All part-time employees that are currently Benefited shall continue to receive benefits. These are part-time employees that exceed a twenty (20)-hour work week. These employees will be eligible to be offered the City health insurance at the 85:15 cost split. They will also be able to participate in opting for other plans at the respective increased prices.

Should any part-time employee not wish to participate in the health benefit, they will receive payment in-lieu for the percentage time they are employed, e.g. 62.5% time. Therefore they will receive 62.5% of the amount listed under Payment-in Lieu of Health and Dental Insurance Article in the MOA.

For part-time unbenefited employees, should they exceed hours mandated by the ACA to be offered a City Health plan, then the respective part-time employee will be offered a City plan. Should they decline and remain enrolled in ACA and/or enroll for an ACA plan, then they must provide proof of insurance under ACA.



**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015**

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Discipline:

The City of San Jose discipline policy applies to regular permanent (non-probationary) full-time, regular permanent (non-probationary) part-time benefited, and part-time un-benefited that have worked for the City for five (5) years or more, employees. The procedure is described in the Discipline Policy, contained in the City Policy Manual. When the need for disciplinary action arises, disciplinary action will be taken commensurate with the seriousness of the offense.

Layoff:

Part-time un-benefited employees that have worked for the City for five (5) years or more, shall have full property right to their jobs, and have access to the Discipline and Layoff Articles. They shall no longer be considered "at will" employees.

Scheduling:

All part time employees shall be scheduled to work with no less than two (2)-weeks advance notice.



**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

**MEF PROPOSAL TO CITY – SAFETY**

City Proposed Language:

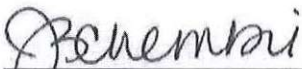
**ARTICLE 16 SAFETY**

16.4 The City shall provide to all employees in the Community Service Officer class series, a bulletproof vest at no expense to the employee. The wearing of said vest shall be mandatory. All bulletproof vests shall be replaced before or at the expiration of the warranty period of the vest at the expense of the City.


16.54 No provisions of this Article shall be subject to the grievance procedures of this Agreement. If the Union is not satisfied with the City's determination, the Union can request to meet with the Office of Employee Relations to discuss the City's determination.


*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

 5/26/15  
\_\_\_\_\_  
Jennifer Schembri Date  
Interim Director of  
Employee Relations

**FOR THE UNION:**

 5/26/15  
\_\_\_\_\_  
Yolanda Cruz Date  
President  
MEF, AFSCME Local 101

 6-4-15  
\_\_\_\_\_  
Charles Allen Date  
Business Agent  
AFSCME, Local 101

## AFSCME MEF PROPOSAL – WAGES AND SPECIAL PAY – CSO TRAINING PAY

6 June 2015  
Package Proposal #1

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CEO PROPOSAL TO CITY – SICK LEAVE**

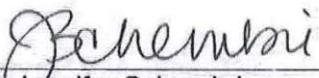
City Proposed Language:

**ARTICLE 18 SICK LEAVE**

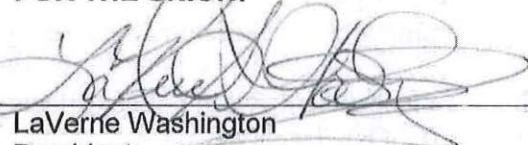
18.1.5 Any time an employee is required to report to work and is unable to report due to illness or injury, an employee may be required to furnish medical verification or other substantiation for any such absences. An employee shall be given reasonable notice prior to the employee's return to work by his/her supervisor or designee if medical verification is required. If there is a dispute as to the definition of "reasonable notice," this shall solely be determined by the Director of the Office of Employee Relations or designee and is not subject to the grievance procedures of this Agreement.

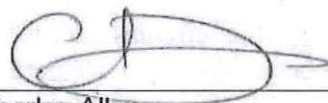
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**FOR THE CITY:**

 5/20/15  
\_\_\_\_\_  
Jennifer Schembri  
Interim Director of  
Employee Relations  
Date

**FOR THE UNION:**

 05/20/15  
\_\_\_\_\_  
LaVerne Washington  
President  
CEO, AFSCME Local 101  
Date

 5-20-15  
\_\_\_\_\_  
Charles Allen  
Business Agent  
AFSCME, Local 101  
Date

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL TO MEF – LEAVES**

City Proposed Language:

**ARTICLE 10 LEAVES**

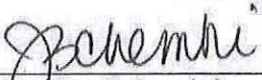
**10.3.2 Sick Leave – Part-Time Employees**

- 10.3.3 Use of Sick Leave. Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of the employee's child, mother, father, spouse or domestic partner registered with the Department of Human Resources.

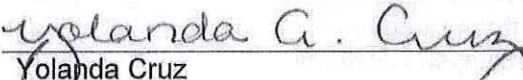
Up to a total of forty-eight (48) hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.

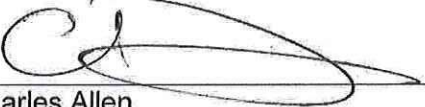
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

 5/15/15  
\_\_\_\_\_  
Jennifer Schembri Date  
Interim Director of  
Employee Relations

**FOR THE UNION:**

 5/15/15  
\_\_\_\_\_  
Yolanda Cruz Date  
President  
MEF, AFSCME Local 101

 5-15-15  
\_\_\_\_\_  
Charles Allen Date  
Business Agent  
AFSCME, Local 101

**2015 CITY OF SAN JOSE – MEF/CEO NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL TO CEO – SICK LEAVE**

City Proposed Language:


**ARTICLE 18 SICK LEAVE**

18.1.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments, or for the care related to the illness or injury of the employee's child, mother, father, spouse or domestic partner registered with the Department of Human Resources.

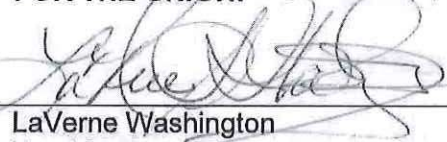
Up to a total of forty-eight (48) hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.

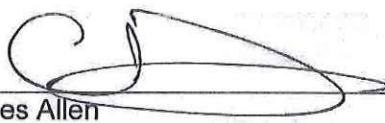
*\*This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

**FOR THE CITY:**

 5/15/15  
\_\_\_\_\_  
Jennifer Schembri  
Interim Director of  
Employee Relations  
Date

**FOR THE UNION:**

 05/15/15  
\_\_\_\_\_  
LaVerne Washington  
President  
CEO, AFSCME Local 101  
Date

 5-15-15  
\_\_\_\_\_  
Charles Allen  
Business Agent  
AFSCME, Local 101  
Date

**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015  
AS PART OF PACKAGE PROPOSAL #1**

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**AFSCME CEO PROPOSAL – EDUCATIONAL AND PROFESSIONAL INCENTIVES**

Proposed MEF Language:

13.10 Educational and Professional Program. The City will reimburse each employee one-hundred percent (100%) of expenses incurred, up to \$1000.00 per fiscal year, for registration, tuition, fees, and textbooks for college accredited courses which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service as approved by the Department Director or designee. Of the \$1000.00 amount, up to \$500.00 may be used for tuition, fees, textbooks and other materials for non-college accredited courses, Continuing Education Units, Adult Education Classes, online courses workshops, membership dues in professional associations, professional licenses, and professional certificates which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service, as approved by the Department Director or designee. City Policy Manual Section 4.3.1, Education Reimbursement Policy, outlines additional details of the program.

13.10.1 A total of \$500 of the \$1,000 maximum may be reimbursed for electronic device(s) or software licensing if such devices or software are beneficial for the employees' current position or occupation with the City as approved by the Department Director or designee.

13.10.2 The City will reimburse each employee 100% of expenses incurred, up to \$1,000 per fiscal year for fees associated with professional licenses and professional certificates and/or membership fees and/or dues in professional associations that are related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other associated career opportunity within City service as approved by the Department Director or designee.

Proposed CEO Language:

7.14 Educational and Professional Incentives

7.14.1 The City will reimburse each employee 100% of expenses incurred, up to \$1,000 per fiscal year, for registration, tuition, fees, and textbooks for college accredited courses which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service as approved by the Department Director or designee. Of the \$1,000 amount, up to \$500 may be used for tuition, fees, textbooks and other materials for non-college accredited courses, Continuing Education Units, Adult Education Classes, online courses and workshops, membership dues in professional associations, professional licenses, and



**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015  
AS PART OF PACKAGE PROPOSAL #1**

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professional certificates which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service, as approved by the Department Director or designee. City Policy Manual section – Educational Reimbursement outlines additional details of the program.

7.14.1.1      A total of \$500 of the \$1,000 maximum may be reimbursed for electronic device(s) or software licensing if such devices or software are beneficial for the employees' current position or occupation with the City as approved by the Department Director or designee.

7.14.1.2      The City will reimburse each employee 100% of expenses incurred, up to \$1,000 per fiscal year for fees associated with professional licenses and professional certificates and/or membership fees and/or dues in professional associations that are related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other associated career opportunity within City service as approved by the Department Director or designee.



**AFSCME MEF/CEO AND CITY OF SAN JOSE  
MEF & CEO JOINT BARGAINING CONTRACT NEGOTIATIONS 2015  
AS PART OF PACKAGE PROPOSAL #1**

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**AFSCME MEF PROPOSAL – RETIREMENT ADMINISTRATIVE COSTS**

Proposed MEF language:

- 14.1 Current retirement benefits will continue during the term of this Agreement, except as described herein, and shall be set forth in the Municipal Code.
- 14.1.1 Administrative costs of the Federated Retirement System, including staff salaries and indirect costs, are to be paid from the retirement fund. Costs to the fund for salaries and indirect costs shall not exceed ~~0.07%~~ 0.12% of assets in the fund per year.
- 14.1.2 The City shall provided the Union an annual report on administrative costs. The Union shall have the opportunity to meet with the City to discuss these costs.



Original: 8 June 2015  
Package Proposal: 8 June 2015